

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, and Ben Harrison. Absent: James W. "Bill" Latimer. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the minutes of January 7 & 16, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following claims

1/04/13	Check # 22509 - 22556	\$ 809,766.67
1/11/13	Check # 22557 - 22632	\$1,222,952.06
1/11/13	Check # 22633	<u>\$ 39.58</u>
	TOTAL	\$2,032,758.31

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following resolution.

RESOLUTION

WHEREAS, the Limestone County Commission, in keeping with its policy of providing the best possible benefits to its employees, retirees, and elected officials has elected to provide a Medical Reimbursement Plan for the benefit of its employees, retirees, and elected officials;

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that a Medical Reimbursement Plan shall be, and hereby is adopted, according to the following terms and conditions:

- (a) All employees, retirees, and elected officials of Limestone County as of December 31, 2012, shall be eligible to receive a one-time payment in the amount of \$250.00.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

- (b) To obtain payment, each qualifying employee, retiree, and elected official shall submit to the Limestone County Commission, during the month of January, 2013, for payment in February, 2013, an affidavit stating the out of pocket expenses for medical, dental, drug or prescription medicine, or vision expenses, including co-pays, not paid or reimbursed by the insurance or other third-party payer; for the employee and/or family members has been equal to or exceeds \$250.00 during the year of 2012.
- (c) Each eligible employee, retiree, and elected official shall be reimbursed under the Medical Reimbursement Plan to the extent of \$250.00 on the basis of such statement of claim submitted.
- (d) Any eligible employee, retiree and elected official not having a total of \$250.00 in such expenses shall be reimbursed under this Plan to the extent of expenses claimed, and shall be compensated as additional wages for difference to the extent of \$250.00 total.

Notice of this Resolution and time to submit claims shall be forthwith distributed to all eligible county employees, retirees, and elected officials.

Adopted this 22nd day of January, 2013

Stanley Menefee, Chairman

Gary Daly
Commissioner District I

James W. "Bill" Latimer
Commissioner District III

Steve Turner
Commissioner District II

Ben Harrison
Commissioner District IV

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to Suspend the Rules of Order to add a resolution to the agenda to enter into an agreement with the Alabama Department of Transportation.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

MOTION was made by Ben Harrison and seconded by Gary Daly to authorize the Chairman to execute the following resolution to enter into an agreement with the Alabama Department of Transportation for partial funding for Council on Aging vans received through a grant.

RESOLUTION

BE IT RESOLVED, by the Limestone County Commission, Athens, Limestone, Alabama, as follows:

1. That the Limestone County Commission enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to public transportation with partial funding by the Federal Transit Administration, which agreement is before this Limestone County Commission:
2. That the agreement to be executed in the name of the Limestone County Commission, by the Chairman of the Limestone County Commission for and on its behalf:
3. That such execution be attested by the Chairman and the seal of the Limestone County Commission affixed thereto:

BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the County Administrator in the minute book of the Limestone County Commission.

I, the undersigned Chairman, of the Limestone County Commission, Athens, Limestone, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Limestone County Commission, at a regular meeting of such Commission held on the 22nd day of January, 2013, and that such resolution is of record in the Minute Book of the Limestone County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Limestone County Commission on this 22nd day of January, 2013.

Stanley Menefee
Chairman
Limestone County Commission

Pam Ball
County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

MOTION was made by Steve Turner and seconded by Gary Daly to authorize the Chairman to execute a contract with the Limestone County Community Corrections Program to amend the services contract for Myra Peck.

STATE OF ALABAMA)

LIMESTONE COUNTY)

SERVICES CONTRACT FOR THE LIMESTONE COUNTY COMMUNITY CORRECTIONS PROGRAM

This Services Contract for the Limestone County Corrections Program (hereinafter "Contract"), made and entered into this 22nd day of January, 2013, by and between The Limestone County Commission, as the governing body of Limestone County, Alabama (hereinafter "County"), and Myra Peck (hereinafter referred to as (Administrative Assistant).

WITNESSETH:

In consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, and effective as of the date first above written, the parties hereto covenant and agree, each with the other, as follows:

1. PURPOSE

The purpose of this Contract is for Myra Peck to act as Administrative Assistant of Limestone County Community Corrections Program.

It is further understood that any obligations, services, or other terms of this Contract shall refer to the services to be provided by Myra Peck to the County for the Limestone County Community Corrections Program.

2. OBLIGATIONS AND SERVICES TO BE PROVIDED BY MYRA PECK

Myra Peck obligates herself to provide the following services to the County:

- (a) To work with and report to the Director of Limestone County Community Corrections Program;
- (b) To provide Administrative Assistance to the Director of the Limestone County Community Corrections Program;
- (c) To follow and do all tasks assigned by the Director in the regular course of business of the Limestone County Community Corrections Program.

3. OBLIGATIONS OF COUNTY

The County shall have the following obligations to Myra Peck:

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

(a) To provide Myra Peck with reasonable and adequate use of its facilities, telephone lines, utilities and any other such space or equipment which may from time to time be reasonable and necessary to further the purposes of this Contract;

(b) To provide Myra Peck with adequate equipment and supplies to carry out her tasks.

4. TERM

This contractual agreement will be in effect beginning January1, 2013 for an unspecified period.

5. COMPENSATION

The County shall pay to Myra Peck Twenty Three Thousand No/100 Dollars (\$23,000.00) annually, with such compensation to be paid in bi-weekly installments. The Administrative Assistant shall also be reimbursed for all reasonable and necessary expenses incurred by the Administrative Assistant in regard to serving as Administrative Assistant with the understanding that same will be pre-approved by the Limestone County Commission and Director. Myra Peck will receive the same holidays as County employees receive.

6. TERMINATION

This Contract may be terminated upon any of the following:

(a) In the event of a material breach by either party, the non- breaching party may terminate this Contract upon giving thirty (30) days written notice of the breach to the other party together with that party's intent to terminate the Contract;

(b) By mutual agreement of the parties upon such terms and conditions as may be set forth in writing;

(c) This contract is subject to the annual appropriation of funds by the County for the Limestone County Corrections Program. In the event that funds are not appropriated for this Contract or the Limestone County Community Corrections Program, then the County shall be entitled to immediately terminate this Contract without penalty or liability;

(d) This contact shall be subject to termination if same is determined, in whole or in part, to violate or no longer be permissible under any law, rule or regulation of the State of Alabama and the Agency thereof, or to be, in whole or in part, beyond or outside the authority of any party of make this Contract;

(e) This contract may be terminated upon either party giving sixty (60) days written notice to the other party of that party's intent to terminate the Contract; and

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

(f) This Contract may be terminated at any time that the Limestone County Commission determines that it does not want to continue the operation of the Limestone County Community Corrections Program.

7. GOVERNING LAW

This Contract shall be interpreted according to the laws of the State of Alabama. The parties hereto expressly agree that any dispute or controversy of whatever nature arising out of and pertaining to the terms of this Contract or the performance thereof shall be determined pursuant to the laws of the State of Alabama.

8. RELATIONSHIP TO THE PARTIES

It is expressly acknowledged by the parties hereto that no relationship of employer and employee is created by this Contract between the County and Administrative Assistant. It is further understood that the Administrative Assistant is at all times acting and performing this Contract as an Independent Contractor.

9. INDEMNIFICATION

The County hereby agrees to indemnify Myra Peck for any final judgment rendered by a Court of law in a legal action against her so long as the claims upon which the judgment is entered are based upon and related to the performance of Myra Peck's duties as Administrative Assistant of the Limestone County Community Corrections Program, or are otherwise related to actions taken in her official capacity as Administrative Assistant of the Limestone County Community Corrections Program. To the extent any such legal action or judgment, or any cost or expense awarded pursuant thereto, shall result from or arise out of the negligent or wanton acts, omissions, breach, or intentional or deliberate misconduct of Administrative Assistant, the County shall have no obligation to indemnify Administrative Assistant for any judgment entered against her.

10. ENTIRE AGREEMENT

This Contract constitutes the entire Contract of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter herein. The parties agree that any modification or waiver of any of the provisions of this Contract shall be made in writing and executed with the same formality as this Contract.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

11. WAIVER

Neither the failure of either party to insist upon strict performance of any provisions herein or the waiver of either party of a breach of any provisions herein shall be construed as a waiver of any remaining provisions or the subsequent breach thereof.

12. NOTICE

Any notice, correspondence, billing or communication otherwise described herein that is to be made in writing upon one party by another under this Contract shall be deemed to have been duly given if delivered personally in hand or sent by U. S. Mail, postage prepaid, and addressed to the appropriate party at the last known address of said party or at any other address that may be designated in writing by the party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Contract on the date first above written:

LIMESTONE COUNTY COMMISSION

BY: _____
Stanley Menefee
Its: Chairman

MYRA PECK

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to accept two Hazard Mitigation Grants for Community Safe Rooms:

- HMGP DR (1971-664) in the amount of \$270,213.00 to be installed at 29910 Park Avenue, Ardmore, AL; federal share \$202,660.00 and county share \$67,553.00 (Town of Ardmore will provide match).
- HMGP DR (1971-619) in the amount of \$211,531.00 to be installed at Owens Volunteer Fire Department located at 17210 Glaze Road, Athens, AL; federal share \$158,648.00 and county share \$52,883.00.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to approve a contract with Goodwyn, Mills & Cawood, Inc. to provide architectural services to construct two community safe rooms to be located at the Elkmont VFD on Sandlin Road and at the Cowford-Oakgrove Fire Station on Grover Drive, to supersede previous proposal signed September 17, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to appoint Stanley Menefee to the Association of Tennessee Valley Governments Board.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to reappoint Mike Nave to the Muscle Shoals National Heritage Area Steering Committee, for a three year term, retroactive January 1, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to reappoint Stanley Menefee and Gary Daly to the Solid Waste Disposal Authority Board, for three year terms.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2416	Printing (Probate Judge)	Currie Systems	\$736.89
2417	Printing Pistol Permits (Sheriff's Dept.)	Printers & Stationers, Inc.	\$355.00

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to approve Family Medical Leave for Sharon Cockrell beginning February 1, 2013 until February 15, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

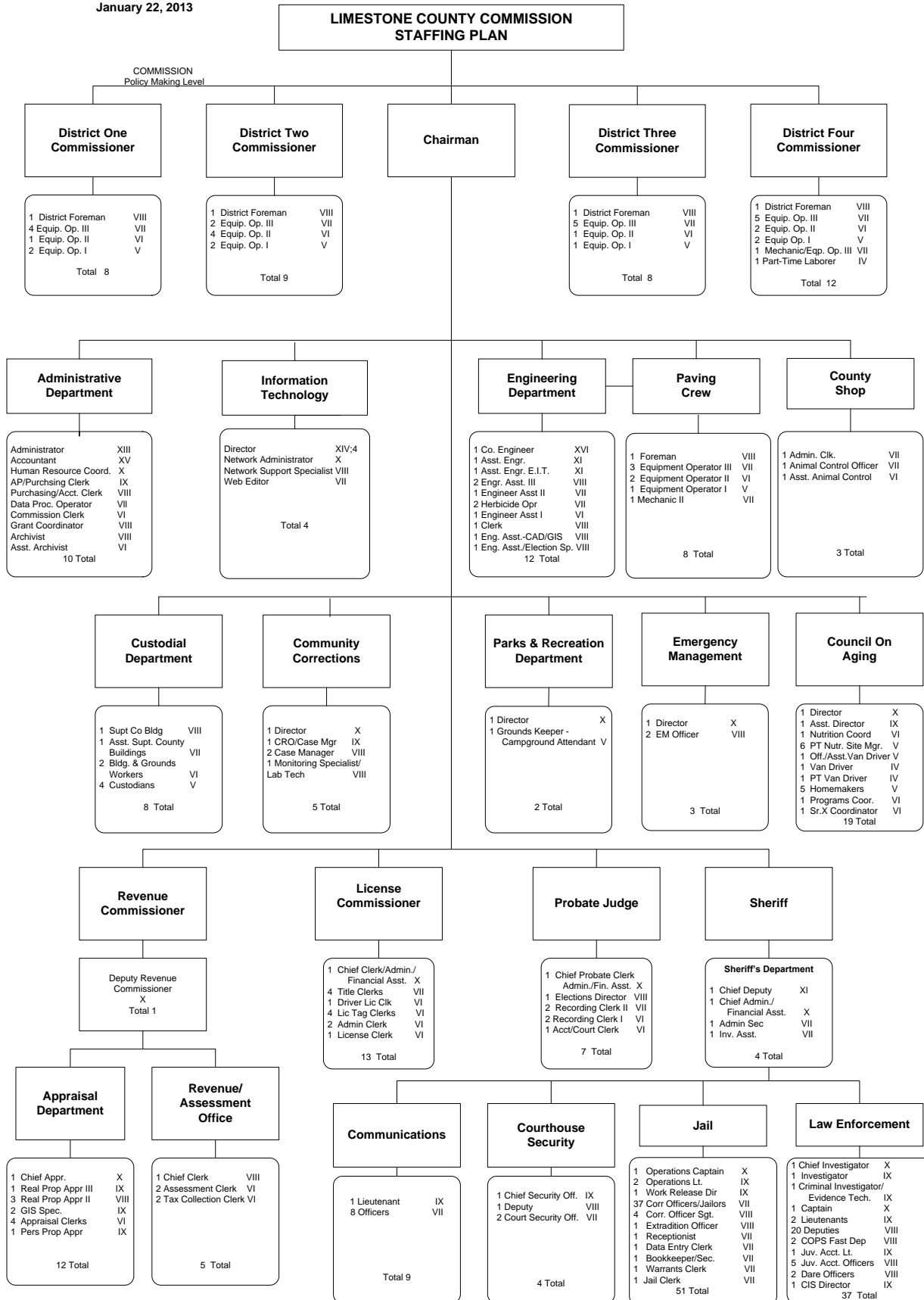
MOTION was made by Steve Turner and seconded by Ben Harrison to approve Family Medical Leave for Jonathan Hinton beginning February 14, 2013 until April 8, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to revise the Staffing Plan in District 3 to delete Mechanic position and add one Equipment Operator III.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

January 22, 2013



MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Patricia Andrews	Van Driver	1/03/13
Kayla Long Holt	Monitoring Specialist	1/10/13
Cody Lewter	Deputy	1/10/13
Shelia Long	Nutrition Coordinator	1/30/13
Maria Maples	Communications Officer	1/05/13
Donna Mattox	Title Clerk	1/04/13
Johnny Smith	Nutrition Site Manager	1/11/13
Laura Then	Title Clerk	1/09/13
Andrew Vickers Jr.	Corrections Officer	1/03/13

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee requested to layover the removal of two Atlas Cedars at the Courthouse until the next meeting on January 30, 2013.

MOTION was made by Gary Daly and seconded by Ben Harrison to sell the 2005 Dodge Truck Unit 783 (Serial # 1D7HA18D555128264) on GovDeals for Animal Control.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made Gary Daly and seconded by Steve Turner to approve to place the 2004 Ford Explorer back into the fleet, that was previously advertised on GovDeals and defaulted by the bidder, and then transfer to District 4.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 22, 2013

Chairman Menefee announced the old jail demolition bid opening will be January 24, 2013 at 2 p.m. at the County Commission office.

Chairman Menefee congratulated the Tanner football team for winning the state championship.

Chairman Menefee congratulated Lauren Terry, Limestone County Sheriff's Rodeo Queen for being crowned Miss Rodeo USA.

Commissioner Turner reminded the public that trailers are still at the tool sheds for old tire recycling.

Commissioner Harrison stated he has noticed several areas are still being used as dumps and reminded everyone that they can utilize the BFI transfer station at a cost of \$7 and to take their utility bill as proof of residency.

Recessed at 10:15 a.m. until 10:00 a.m. on Wednesday, January 30, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.